



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-2445
Telephone (508) 398-2231, ext. 1271, Fax (508) 398-2365

SELECT BOARD
Tracy Post, Chair
Dorcas McGurrin
Mark Forest
Joyce Flynn
Elizabeth Argo

TOWN ADMINISTRATOR
Robert L. Whritenour, Jr.

ASSISTANT
TOWN ADMINISTRATOR
Amy M. Frigulietti

PUBLIC MEETING

Per Massachusetts General Law: All town and school boards, committee, and authorities shall post a notice of every meeting at least 48 hours prior to such meeting, excluding Saturdays, Sundays, and legal holidays. Notice shall contain a listing of topics/agenda that the chair reasonably anticipates will be discussed at the meeting. As required by Open Meeting Law and Mass. General Law, we are informing you that this meeting will be video and audio recorded, as well as rebroadcast. Anyone intending to video or audio tape this meeting is required to inform the Chair.

**Yarmouth Select Board
May 20, 2026 ~ 11:00 a.m.
Yarmouth Town Hall Hearing Room
1146 Rt. 28, South Yarmouth, MA 02664**

This is to formally advise that, as required by M.G.L. Chapter 30A, §§ 18-25, and pursuant to Chapter 20 of the Acts of 2021, An Act Relative to Extending Certain COVID-19 Measures Adopted During the State of Emergency, signed into law on June 16, 2021, and extended to March 31, 2027, the Yarmouth Select Board will hold a public meeting on Tuesday, May 20, 2026, at 11:00 a.m. in the Hearing Room, Yarmouth Town Hall, 1146 Route 28, South Yarmouth, MA 02664. The public is welcome to attend either in-person or via the alternative public access provided below.

Zoom Meeting information for alternative public access

To join on a computer:

<https://us02web.zoom.us/j/89782032669?pwd=VWVydXRmUk5jdUFmekhyaUICWXPfQT09>

Passcode: 732611

To join on One tap mobile:

US: +13017158592,,89782032669#,,,,*732611# or +13126266799,,89782032669#,,,,*732611#

Or Telephone: Dial (for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782

or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 897 8203 2669

Meeting Agenda (all times are approximate)

- 11:00 AM** Deed Acceptance Vote of Land Acquisition and Approval of Conservation Restriction – Map 142/Parcel 17 Nottingham Drive, Yarmouth Port
- 11:15 AM** Review Special Town Meeting Warrant
- 11:35 AM** Recommendation(s) on Warrant Article(s) and Execute Special Town Meeting Warrant
- 11:50 AM** Assignment of Motion(s)
- 12:00 PM** Adjourn



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YARMOUTH TOWN CLERK RE
MAY 18 '26 AM 9:51

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AGENDA PACKET
Yarmouth Select Board
May 20, 2026

- Grant of Conservation Restriction for Off Nottingham Drive, Yarmouth Port, MA
- Acceptance of Deed
- Motion and Yarmouth Select Board Certificate of Vote
- Copy of Certified Vote – Article #11, November 17, 2025 Special Town Meeting
- Purchase and Sale Agreement between Kings Way Trust and Town of Yarmouth for Off Nottingham Drive, Yarmouth Port, MA
- June 24, 2026 Town of Yarmouth Special Town Meeting Warrant
- Warrant Article List for Recommendation and Motion

AGENDA

ITEMS

Street Address: off Nottingham Drive, Yarmouth Port, MA 02675

GRANTOR: Town of Yarmouth
GRANTEE: Trustees of the Yarmouth Conservation Trust
ADDRESS OF PREMISES: off Nottingham Drive, Yarmouth Port
FOR GRANTOR'S TITLE SEE: Barnstable Land Registry District Certificate No. _____
FOR GRANTOR'S PLAN SEE: Barnstable Land Registry District Plan _____

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

The **TOWN OF YARMOUTH**, a Massachusetts municipal corporation with a principal office at Town Hall, 1146 Route 28, South Yarmouth, MA 02664, being the sole owner of the Premises as defined herein, constituting all of the owners of the Premises as defined herein, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to RICHARD BISHOP, CAROL EWING, DONALD F. HENDERSON, ELIZABETH G. MANNING, RICHARD F. MARTIN, CHRISTINE MARZIGLIANO, and JOHN G. REEVE, as TRUSTEES of the **YARMOUTH CONSERVATION TRUST**, established under a declaration of trust dated March 3, 1986, recorded with the Barnstable Registry of Deeds in Book 5031, Page 44, as amended, and with the Barnstable Land Registry District as Document No. 633,110 on Certificate No. 180006, with a mailing address at P.O. Box 376, Yarmouth Port, Massachusetts 02675, its permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Yarmouth, Barnstable County, Commonwealth of Massachusetts, containing 3.14± acres ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached sketch plan in Exhibit B, both of which are incorporated herein and attached hereto.

The fee interest in the Premises was acquired utilizing, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote on Article 11 of the Town of Yarmouth Special Town Meeting held on

November 17, 2025, an attested copy of which vote is attached hereto as Exhibit C (the “CPA Vote”). Pursuant to Section 12(b) of Chapter 44B of the Massachusetts General Laws, and pursuant to the CPA Vote, the fee interest in the Premises, and therefore the management of the Premises, is under the care, custody, and control of the Conservation Commission of the Town of Yarmouth.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The fee interest in the Premises was acquired utilizing, in part, assistance from the Local Acquisitions for Natural Diversity (LAND) program pursuant to Section 11 of Chapter 132A of the Massachusetts General Laws and Section 2A of Chapter 286 of the Acts of 2014 and Section 2A of Chapter 102 of the Acts of 2021, and therefore the Premises is subject to a LAND Grant Project Agreement (“Project Agreement”) registered at **Barnstable Land Registry District** Certificate No. _____.

The Conservation Values protected by this Conservation Restriction include the following:

- **Open Space.** The Premises contributes to the protection of the scenic and natural character of Yarmouth and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including the 20.9-acre Taylor Bray Farm owned by the Town of Yarmouth.
- **Floodplain.** A portion of the Premises lies within the 100-year floodplain of the Chase Garden Creek Watershed, according to the FEMA National Flood Hazard data layer. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- **Soils and Soil Health.** Approximately three acres of the Premises includes Forest Land of Statewide Importance and another three acres are designated as Farmland of Statewide Importance, as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- **Wildlife Habitat.** The Premises is within 300 feet of the Chase Garden Creek marsh system, designated by the MA Division of Fisheries and Wildlife, acting by and through its Natural Heritage and Endangered Species Program (NHESP), as a “Priority Habitat of Rare and Endangered Species,” the protection of which aligns with NHESP’s wildlife and habitat protection objectives. Protection of the Premises would prevent development in the buffer area and provide an opportunity for the salt marsh to migrate inland.

- Public Access. Public access to the Premises will be allowed for passive outdoor recreation, education, and nature study.
- Biodiversity. The Premises includes areas designated as BioMap Critical Natural Landscape, as defined by NHESP. BioMap, last updated in 2022, was designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Water Quality. The Premises falls wholly within the Chase Garden Creek sub-watershed and wholly within the Barnstable Harbor Embayment, a marine recharge area that drains into Cape Cod Bay. Protection of the Premises will ensure that this area helps to maintain water quality of the nearby shrub swamp and salt marsh along Chase Garden Creek and the coastal environment by remaining as undeveloped open space.
- Consistency with Clearly Delineated Barnstable County Conservation Policy. Protection of the Premises will assist in achieving Barnstable County conservation goals. In July 1991, the Barnstable County Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan* ("RPP"), amended in 1996, 2002, 2009, 2012, 2018, and 2021 which provided, *inter alia* (references are to the 2018 RPP amended March 2021):
 - "To protect, preserve, or restore wildlife and plant habitat to maintain the region's natural diversity" (Wildlife and Plant Habitat Goal, pp. 55);
 - In reference to this Wildlife and Plant Habitat Goal, the RPP states, "For many years habitat loss due to development has been the primary threat to the region's habitats" (pp. 32); and,
 - "To conserve, preserve, or enhance a network of open space that contributes to the region's natural community resources and systems" (Open Space Goal, pp. 55). In reference to this Open Space Goal, the RPP states, "[t]he open space of the Cape is critical to the health of the region's natural systems, economy, and population. Open space provides habitat for the region's diverse species..." (pp. 30).

Granting this Restriction will advance each of these goals outlined in the RPP. The Wildlife and Plant Habitat Goal will be served because the Premises provides habitat for important plant and wildlife species. The Open Space Goal will be advanced because the Premises abuts an extensive area of permanently protected open space land.

- Consistency with the Town of Yarmouth's 2023 Open Space and Recreation Plan (updated June 2024). Protection of the Premises will further the Town of Yarmouth's documented goals regarding conservation of open space for natural resource protection. The OSRP identifies the following Resource Protection Needs for the Town of Yarmouth:
 - "Acquire land to increase open space." Section 7.1 pp. 101); and
 - "Protect wildlife corridors." (Section 7.1 pp. 101) and;
 - "Encourage appropriate uses in open space properties to protect wildlife habitat, wildlife, open spaces and natural areas." (Section 7.1 pp. 101)

In addition, the Plan articulated goals to:

- “GOAL 2: Expand the amount of open space and conservation land.
OBJECTIVE 2A. Identify and preserve land for natural resource protection, drinking water protection, passive recreation, quality of life and aesthetics.” (Section 8.2 pp 123);and
- “GOAL 3: Protect and improve environmental resources, water quality and open space.” (Section 8.3 pp 123)

The protection of the Premises will contribute to the Town of Yarmouth’s stated needs and goals listed in the 2023 OSRP by permanently protecting over three (3) acres of undeveloped open land and granting a conservation restriction to the Yarmouth Conservation Trust provides added protection for the natural resources.

- Consistency with Clearly Delineated Federal Conservation Policy. Protection of the Premises meets the definition of "conservation purposes" as defined in 26 CFR 1.170A-1 4(d)(1), because its conservation would: protect the land for outdoor recreation by the general public; reserve the land for education regarding the natural world; protect wildlife habitats; and it would contribute to the preservation of open space because it is proximate to several other parcels already conserved.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, wind turbine, solar panel, solar array, conduit, line, stormwater infrastructure, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;

5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Hunting, trapping, or camping. Hunting, trapping, or camping of any kind.
12. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
13. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A, the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, and selective cutting of trees, all to prevent,

- control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
 3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises;
 4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
 5. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
 6. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to eight (8) feet in width overall, with a treadway up to five (5) feet in width.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
 - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
 - d. Cart path. Using, maintaining and improving, but not widening or surfacing with impervious materials, the existing cart path as shown on the sketch in Exhibit B;
 7. Gravel Driveway. Using for pedestrian purposes only, maintaining and improving, but not widening or surfacing with impervious materials, the existing gravel driveway as shown on the sketch in Exhibit B
 8. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation

Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;

9. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments or as necessary during land management, habitat improvement, and trail maintenance activities permitted herein;
10. Outdoor Passive Recreational and Educational Activities. Hiking, non-motorized biking, cross-country skiing, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;
11. Other Activities. Hayrides and other sanctioned activities by the Town and invitees using the existing unimproved cart path through the Premises.
12. Hunting or Trapping for Nuisance Wildlife. With prior written approval of the Grantee, hunting or trapping to control nuisance wildlife. The presence of nuisance wildlife shall be established or confirmed by the Town of Yarmouth Natural Resources Division.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;

- b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals; and
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
 3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and

entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.

3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.10 provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use

by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.10. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official (“Secretary”), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor’s and Grantee’s Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law and the terms of this Conservation Restriction, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee’s Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee’s property right will be determined as of the date of termination, release, or extinguishment.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B and Paragraph VI.C. If a less than fee interest is taken,

the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to register or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and,
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may register in the Barnstable Land Registry District, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. Affect this Conservation Restriction's perpetual duration;
2. Be inconsistent with or materially impair the Purposes;
3. Affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. Affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
5. Create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
6. Alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
7. Cause the provisions of this Paragraph XI to be less restrictive; or

8. Cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive.

B. Amendment Approvals and Registering

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Yarmouth and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the Barnstable Land Registry District.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been registered in the Barnstable Land Registry District.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Town of Yarmouth, Conservation Division
1146 Route 28
Yarmouth, MA 02664

To Grantee: Trustees of the Yarmouth Conservation Trust
P.O. Box 376
Yarmouth Port, MA 02675

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this

instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) titled Baseline Documentation Report and Land Management Plan, and dated _____ prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

D. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

E. The following signature pages are included in this Grant:

Grant and Approval – Town of Yarmouth Select Board
Grant and Approval - Town of Yarmouth Conservation Commission
Grantee Acceptance – Trustees of the Yarmouth Conservation Trust
Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

D. The following exhibits are attached and incorporated herein:

Exhibit A: Description of the Premises
Exhibit B: Sketch Plan of Premises
Exhibit C: Attested Copy of Yarmouth Special Town Meeting Vote Authorizing the Use of CPA Funds

GRANT AND APPROVAL OF TOWN OF YARMOUTH SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Yarmouth, Massachusetts, hereby certify that at a public meeting duly held on _____ 2026, the Select Board voted to approve in the public interest and grant and approve the foregoing Conservation Restriction to the Trustees of the Yarmouth Conservation Trust pursuant to Section 32 of Chapter 184 and Section 12 of Chapter 44B of the Massachusetts General Laws, and pursuant to the Town of Yarmouth Town Meeting vote attached hereto as Exhibit C, and do hereby approve, in the public interest, and grant the foregoing Conservation Restriction.

TOWN OF YARMOUTH SELECT BOARD:

Tracy Post, Chair

Mark Forest

Dorcas McGurrin

Joyce Flynn

Elizabeth Argo

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this _____ day of _____, 2026, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Select Board for the Town of Yarmouth.

Notary Public
My Commission Expires:

**APPROVAL OF TOWN OF YARMOUTH
CONSERVATION COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the Town of Yarmouth, Massachusetts, hereby certify that at a public meeting duly held on _____, 2026, the Conservation Commission voted to approve in the public interest the foregoing Conservation Restriction to the Trustees of the Yarmouth Conservation Trust, pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 and Section 12 of Chapter 44B of the Massachusetts General Laws, and pursuant to the Town of Yarmouth Town Meeting vote attached hereto as Exhibit C, and do hereby approve, in the public interest the foregoing Conservation Restriction.

TOWN OF YARMOUTH CONSERVATION COMMISSION:

David Bernstein, Chair

Patricia Mulhearn

Paul Huggins

John Frost

Bradford Bower

Eleanor Tierney

Christian Bova

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this ___ day of _____, 2026, before me, the undersigned notary public, personally appeared _____ and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Conservation Commission for the Town of Yarmouth.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Town of Yarmouth, acting by and through its Select Board with the approval of its Conservation Commission, was accepted by a majority of the Trustees of Yarmouth Conservation Trust this _____ day of _____, 2026.

Richard Bishop

Carol Ewing

Donald F. Henderson

Elizabeth G. Manning

Richard F. Martin

Christine Marzigliano

John G. Reeve

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this _____ day of _____, 2026, before me, the undersigned notary public, personally appeared _____ and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as trustees of Yarmouth Conservation Trust

Mark H. Robinson, Notary Public
My Commission Expires: 8 July 2027

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from the Town of Yarmouth, acting by and through its Select Board with the approval of its Conservation Commission to the Trustees of the Yarmouth Conservation Trust in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2026

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2026, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The land in Town of Yarmouth, Massachusetts, containing 3.14 acres, +/-, shown as **Parcel A** on a plan entitled “**Plan of Land Off Nottingham Drive, Assessor’s Map 142 Lot 17, Yarmouth, Massachusetts**” prepared by Merrill Engineers and Land Surveyors Inc., and dated January 8, **2026**, registered at the **Barnstable Land Registry District Plan # _____**.

For title, see deed recorded in the **Barnstable Land Registry District Certificate No.**
_____.

Containing 3.14± acres

Town of Yarmouth Assessors Map 142, Lot 17

Street Address: off Nottingham Drive, Yarmouth Port, MA

EXHIBIT B

Sketch Plan of Premises

For official full size plan see **Barnstable Land Registry District Plan # _____**.

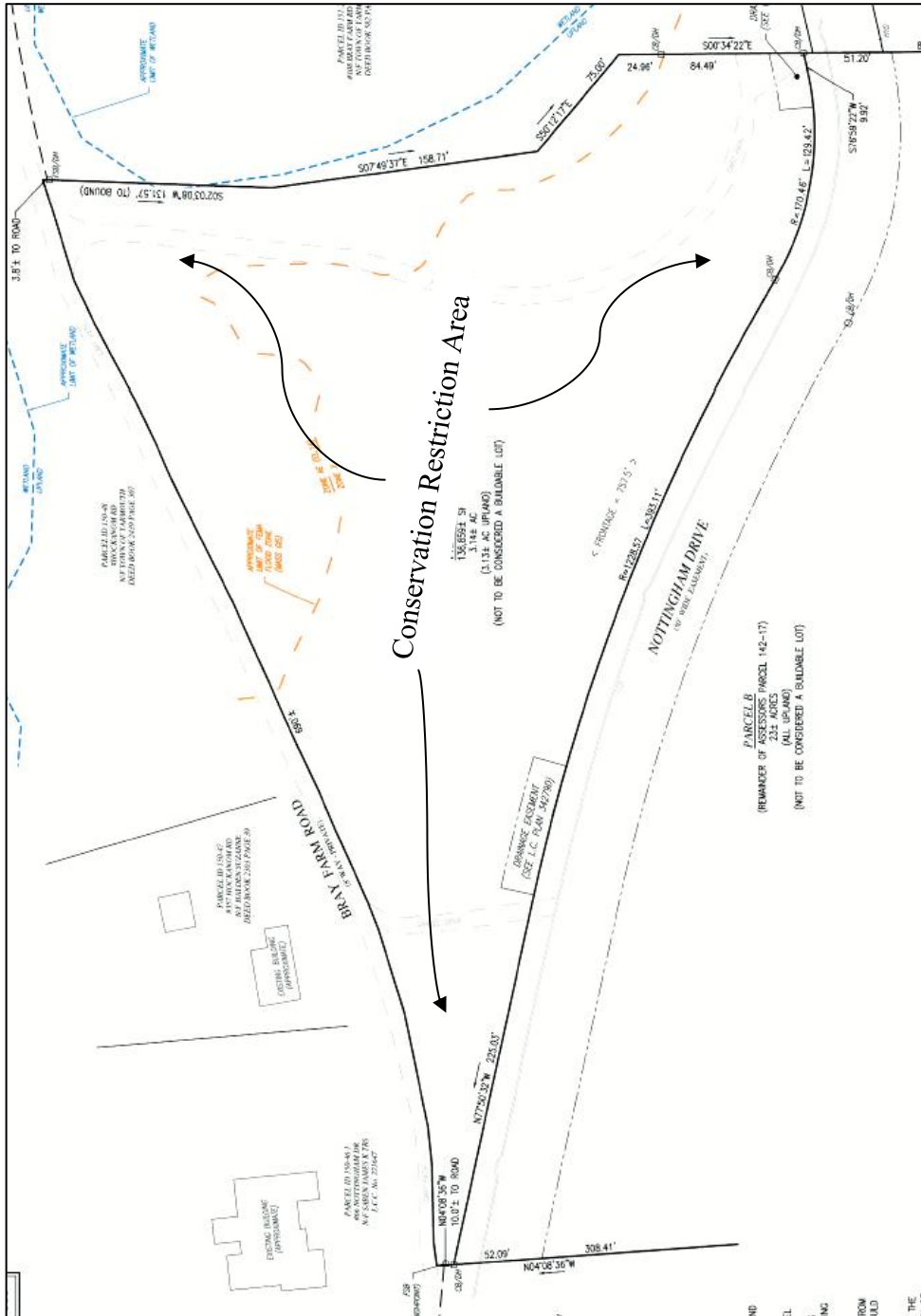


EXHIBIT C

Attested Copy of Yarmouth Special Town Meeting Vote Authorizing the Use of CPA Funds



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-4463
Telephone (508) 398-2231, ext. 1213, Fax (508) 760-4842
www.yarmouth.ma.us

**TOWN OF YARMOUTH
SPECIAL TOWN MEETING
BY INTERMEDIATE MIDDLE SCHOOL
NOVEMBER 17, 2025
6:00PM**

Mary A. Maslowski,
MMC/CMMC
TOWN CLERK

Susan M. Regan
Assistant Town Clerk

Stephanie Wright
Principal Office Assistant

Samantha Bergman
Principal Office Assistant

Derek Karlowicz
Principal Office Assistant

ARTICLE #11: Open Space Acquisition: Open Space Acquisition: To see if the Town will vote, pursuant to the Community Preservation Act, General Laws Chapter 44B and other applicable authority: to purchase certain parcels of property totaling 3.14 acres, more or less, located on Nottingham Drive at Assessors Map 142, Parcel 17 shown as 'Portion of Lot 55'; as shown on a plan entitled "Boundary Plan Off Nottingham Drive" made by Merrill Engineers and Land Surveyors Inc, and dated December 30, 2024; that said land to be conveyed and managed by the Yarmouth Conservation Commission and used exclusively for open space, passive recreation, and land conservation purposes consistent with the provisions of Massachusetts General Laws, Chapter 40, §8C, 310 C.M.R. 22.00 and under Article 97 of the Amendments to the Massachusetts Constitution; and, to fund such a purchase: transfer \$305,000 from Community Preservation Open Space Reserve, and transfer \$300,000 from free cash; and further to authorize the Select Board and the Conservation Commission to file on behalf of the Town of Yarmouth any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts under Chapter 132A, Section II; and further to authorize the Select Board and the Conservation Commission to negotiate any and all agreements and instruments associated with such purchase; and further to authorize the Select Board and the Conservation Commission to grant or accept perpetual conservation restriction in limiting the use of the property as aforesaid. Said conservation restriction may be granted to the Yarmouth Conservation Trust or any other organization qualified and willing to hold such a restriction.

EXPLANATION: *This article would provide the funding necessary to move forward with the acquisition of 3.14 acres of vacant, undeveloped land, located on Nottingham Drive directly abutting Taylor-Bray Farm. This acquisition is consistent with the goals outlined in the Open Space and Recreation Plan which recommends the Town prioritize acquiring properties for open space which have been identified as suitable areas for the landward migration of salt marshes as sea levels rise and serve as a buffer for coastal storms and flooding. Acquisition of this property will support current operations at Taylor-Bray Farm, improve the connectivity of nearby protected land, and protect natural areas that serve as both essential storm buffer and habitat while also preserving historic and archaeological features of the site.*

Select Board Recommends (5-0)

(Select Board)

Community Preservation Committee Recommends (6-0)

Finance Committee Recommends (6-0)

(Continued on next page)

EXHIBIT C- Continued

Attested Copy of Yarmouth Special Town Meeting Vote Authorizing the Use of CPA Funds

MOTION: Made by Dorcas McGurrin, Member, Select Board. Seconded from the floor.

I move Article 11 as printed in the warrant.

Select Board Recommends 5-0. (Dorcas McGurrin, Member, Select Board)


Finance Committee Recommends 6-0. (Richard Simon, Chair, Finance Committee)

Community Preservation Recommends. (Joanne Crowley, Member, CPC)

ACTION: Vote held. Moderator declared the motion carries.

TIME: 6:56 PM

I hereby certify that the Article, Explanation, and Recommendations are as printed in the warrant for the 2025 Special Town Meeting held on November 17, 2025. I further certify that no Motions for Reconsideration were called for this Article during the Special Town Meeting.



Mary A. Maslowski, MMC/CMMC
Town Clerk
Date: November 26, 2025

TRUE COPY ATTEST:



Mary A. Maslowski, MMC/CMMC
Town Clerk
Date Nov 26, 2025

ACCEPTANCE

The undersigned Town of Yarmouth hereby accepts the foregoing deed pursuant to the authority granted to it under Article 11 of the November 17, 2025 Yarmouth Annual Town Meeting.

Executed this _____ day of _____, 2026.

Town of Yarmouth
Select Board

Name: Tracy Post, Chair

Name: Dorcas McGurrin

Name: Mark Forest

Name: Joyce Flynn

Name: Liz Argo

The undersigned Town of Yarmouth Conservation Commission hereby accepts the foregoing deed pursuant to the authority granted to it under Article 11 of the November 17, 2025 Yarmouth Annual Town Meeting.

Executed this _____ day of _____, 2026.

Town of Yarmouth
Conservation Commission

Name: David Bernstein, Chair

Name: Paul Huggins

Name: Bradford Bower

Name: John Frost

Name: Patricia Mulhearn

Name: Elly Tierney

Name: Christian Bova



TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-4463
Telephone (508) 398-2231, ext. 1213, Fax (508) 760-4842
www.yarmouth.ma.us

**TOWN OF YARMOUTH
SPECIAL TOWN MEETING
DY INTERMEDIATE MIDDLE SCHOOL
NOVEMBER 17, 2025
6:00PM**

Mary A. Maslowski,
MMC/CMMC
TOWN CLERK

Susan M. Regan
Assistant Town Clerk

Stephanie Wright
Principal Office Assistant

Samantha Bergman
Principal Office Assistant

Derek Karłowicz
Principal Office Assistant

ARTICLE #11: Open Space Acquisition: Open Space Acquisition: To see if the Town will vote, pursuant to the Community Preservation Act, General Laws Chapter 44B and other applicable authority: to purchase certain parcels of property totaling 3.14 acres, more or less, located on Nottingham Drive at Assessors Map 142, Parcel 17 shown as 'Portion of Lot 55'; as shown on a plan entitled "Boundary Plan Off Nottingham Drive" made by Merrill Engineers and Land Surveyors Inc, and dated December 30, 2024; that said land to be conveyed and managed by the Yarmouth Conservation Commission and used exclusively for open space, passive recreation, and land conservation purposes consistent with the provisions of Massachusetts General Laws, Chapter 40, §8C, 310 C.M.R. 22.00 and under Article 97 of the Amendments to the Massachusetts Constitution; and, to fund such a purchase: transfer \$305,000 from Community Preservation Open Space Reserve, and transfer \$300,000 from free cash; and further to authorize the Select Board and the Conservation Commission to file on behalf of the Town of Yarmouth any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts under Chapter 132A, Section II; and further to authorize the Select Board and the Conservation Commission to negotiate any and all agreements and instruments associated with such purchase; and further to authorize the Select Board and the Conservation Commission to grant or accept perpetual conservation restriction in limiting the use of the property as aforesaid. Said conservation restriction may be granted to the Yarmouth Conservation Trust or any other organization qualified and willing to hold such a restriction.

EXPLANATION: *This article would provide the funding necessary to move forward with the acquisition of 3.14 acres of vacant, undeveloped land, located on Nottingham Drive directly abutting Taylor-Bray Farm. This acquisition is consistent with the goals outlined in the Open Space and Recreation Plan which recommends the Town prioritize acquiring properties for open space which have been identified as suitable areas for the landward migration of salt marshes as sea levels rise and serve as a buffer for coastal storms and flooding. Acquisition of this property will support current operations at Taylor-Bray Farm, improve the connectivity of nearby protected land, and protect natural areas that serve as both essential storm buffer and habitat while also preserving historic and archaeological features of the site.*

Select Board Recommends (5-0)

(Select Board)

Community Preservation Committee Recommends (6-0)

Finance Committee Recommends (6-0)

MOTION: Made by Dorcas McGurrin, Member, Select Board. Seconded from the floor.

I move Article 11 as printed in the warrant.

Select Board Recommends 5-0. (Dorcas McGurrin, Member, Select Board)

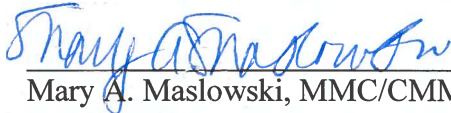
Finance Committee Recommends 6-0. (Richard Simon, Chair, Finance Committee)

Community Preservation Recommends. (Joanne Crowley, Member, CPC)

ACTION: Vote held. Moderator declared the motion carries.

TIME: 6:56 PM

I hereby certify that the Article, Explanation, and Recommendations are as printed in the warrant for the 2025 Special Town Meeting held on November 17, 2025. I further certify that no Motions for Reconsideration were called for this Article during the Special Town Meeting.



Mary A. Maslowski, MMC/CMMC

Town Clerk

Date: November 26, 2025

TRUE COPY ATTEST:



Mary A. Maslowski, MMC/CMMC

Town Clerk

Date Nov 26, 2025

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made as of the 3rd day of February, 2026, by and between the Kings Way Trust (the "Seller") and the Town of Yarmouth, Massachusetts, a body corporate and politic of the Commonwealth of Massachusetts, with a mailing address of 1146 Route 28 South Yarmouth, MA 02664 ("Buyer")

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Agreement to Buy and Sell; Premises. On the terms and conditions set forth herein, Seller shall sell to Buyer and Buyer shall buy from Seller the following described premises:
 - (a) A certain parcel of land being a portion of Lot 55 on Land Court Plan 34279-H (said portion formerly being known as Lot 40), containing 3.14 acres, more or less, which is shown on a plan entitled, "Boundary Plan, Off Nottingham Drive," dated December 30, 2024, prepared by Merrill Engineers and Land Surveyors, which plan is attached hereto (the "Premises")

2. Title; Deed. The Premises are to be conveyed by a good and sufficient quitclaim deed (the "Deed") running to Buyer. The Deed shall convey good and clear record and marketable title to the Premises, insurable by a nationally recognized title insurance company as set forth in Paragraph 13(d) herein, free from all title defects and encumbrances, except:
 - (a) provisions of existing building, municipal, zoning and other governmental laws, ordinances and regulations;
 - (b) such taxes for the then current year as are not due and payable as of the Closing Date;
 - (c) any liens for municipal betterments assessed and recorded after the date of the Closing; and
 - (d) such other liens, easements, restrictions, encumbrances, encroachments and other title matters of record and survey matters which do not materially interfere with the Buyer's use of the Premises subject to a Conservation Restriction.

3. Purchase Price. The purchase price for the Premises (the "Purchase Price") is Six Hundred Thousand and 00/100 DOLLARS (\$600,000.00), of which
 - (a) The Purchase Price shall be payable to the Seller at the Closing (herein defined) by certified or bank check, Attorney's IOLTA check or by wire transfer.

4. Closing Date. The Deed shall be delivered to Buyer and the Purchase Price shall be paid

to Seller (the "Closing") on or before June 15, 2026 or, if Seller has completed all of its obligations hereunder, at such earlier time as the parties may agree in writing (the "Closing Date"), at the offices of the buyer's attorney. Time is of the essence of this Agreement. The parties hereby agree that the Seller and/or Seller Counsel shall not be required to attend the Closing in person and may deliver all documents signed via Power of Attorney, provided the deed is signed personally by the trustee(s) of the Seller.

5. Condition of Premises; As Is. Full possession of the Premises, free of all tenants and occupants is to be delivered on the Closing Date, the Premises to be then (a) substantially in the same condition as they were at the time of execution of this Agreement, with all personal property removed, and (b) in compliance with the provisions of Section 2 hereof. Buyer shall be entitled to inspect the Premises at a mutually agreeable time within three (3) business days prior to the Closing Date in order to determine whether the condition thereof complies with the terms of this Section 5.

6. Extension to Perfect Title or Make Premises Conform; Election to Accept Title. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if, on the Closing Date, the Premises do not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the Closing Date, and thereupon the Closing Date shall be extended for such period as may be reasonably necessary but not more than thirty (30) days for the Seller to correct any such failure, or such further time as the Seller and Buyer may agree in writing. If at the expiration of the extended Closing Date, Seller, having used reasonable efforts shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then Buyer may elect to terminate this Agreement by giving written notice to Seller, in which event this Agreement shall thereafter be void and without further recourse to either party. In no event shall Seller be obligated to expend in excess of \$3,000.00 inclusive of legal fees and expenses in its reasonable efforts.

Buyer shall have the election, at either the original or any extended Closing Date, to accept such title as Seller can deliver to the Premises in its then condition and to pay therefor the Purchase Price, in which case Seller shall convey such title.

To enable Seller to make conveyance as herein provided, Seller, on the Closing Date, may use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the Deed. Notwithstanding the foregoing, discharges of mortgages held by institutional lenders may be obtained by counsel for Seller, using funds deducted from the proceeds due to Seller, and recorded in the ordinary course of business following completion of the Closing.

7. Seller's Representations. As an inducement to Buyer to enter into this Agreement and recognizing that all such representations are material, Seller represents and agrees that:

- (a) Seller is the sole owner of the Premises and has the power and authority to execute and deliver this Agreement and perform its obligations hereunder without the necessity of any consent, approval, authorization or other action of any party or governmental authority whatsoever, except as otherwise provided herein.
- (b) To the best of Seller's actual knowledge, there are no unrecorded leases, subleases, licenses or other rental or occupancy agreements (written or oral) in force or effect which grant any possessory interest in or to the Premises.
- (c) Seller has received no written notice from any public authority to the effect that the Premises or any portion thereof, is not in substantial compliance with federal, state and local laws, ordinances, codes, regulations, orders, and requirements.
- (d) There are no litigation, arbitration, or other legal proceedings pending or administrative proceedings pending, or, to the best of Seller's actual knowledge, threatened in writing, against Seller, which will have a material adverse effect on the Premises, or the transaction contemplated hereby. Seller is not in default in any respect of any order, decree or rule of any court or governmental authority which will materially and adversely affect the transaction contemplated hereby.
- (e) Seller has not received any written notice informing Seller that any part of the Premises is subject to pending proceedings involving a taking by eminent domain.
- (f) Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor to the best of Seller's actual knowledge, has any such petition been filed against Seller. Seller is not insolvent, and the consummation of the transactions contemplated by this Agreement shall not render Seller insolvent.
- (g) To the best of Seller's actual knowledge, Seller has not received any written notice of any special taxes or assessments for roadway, sewer or water improvements or other public improvements pending or threatened in writing with respect to the Premises.
- (h) Seller is not a "foreign person," as defined under Internal Revenue Code Section 1445.
- (i) The Seller has no knowledge of any buried oil tanks or hazardous material as defined under Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c.21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec 6901 et seq. that has been released, disposed of or otherwise deposited on the Premises.

8. Adjustments.

- (a) Real estate taxes for the then current fiscal year shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price. In the event that the Premises shall be affected by any betterment or assessment made after the date of this Agreement, if Seller has elected to pay such betterment or assessment in annual installments, Seller, at the Closing, shall be responsible for all installments due prior to the Closing and Buyer shall be solely responsible for any such assessments and/or installments due on or after the Closing.
- (b) Buyer shall pay for costs to record the Deed. Seller shall pay all costs to record any satisfactions/releases of mortgages/judgments in order to convey title in accordance with the terms of this Agreement.
- (c) Buyer shall pay fees for title examination and title insurance obtained by Buyer in connection with the transaction contemplated by this Agreement, and all related charges and costs in connection therewith including the costs of any survey.
- (d) Buyer shall pay all other customary fees, costs and expenses incurred in connection with its purchase of the Premises and any financing thereof, and the fees and expenses of Buyer's legal counsel and other advisors.
- (e) Seller shall pay all customary fees, costs and expenses incurred in connection with its sale of the Premises, including the recording fee of the ANR/subdivision plan as described herein. Seller shall pay the fees and expenses of Seller's legal counsel and other advisors.

Where applicable, the foregoing adjustments set forth in this Section 8 shall be made in accordance with the practice standards of the Real Estate Bar Association for Massachusetts in effect as of the Closing Date. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained. If the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within three (3) months of the Closing to the party to be charged, then such party agrees to make a payment to correct the error or omission.

9. Closing Deliveries. On the Closing Date, Buyer and Seller shall each execute and deliver to the other party an original counterpart of a settlement statement setting forth the Purchase Price and the closing costs, adjustments, and prorations, and the application thereof, and Seller shall deliver or cause to be delivered to or at the direction of Buyer, the following documents,

duly and validly executed, attested, notarized and acknowledged, as appropriate:

- (a) The Deed, which shall be personally executed by the current trustee(s) of the Seller and any other documents, instruments or agreements expressly required to be executed by Seller and delivered to Buyer pursuant to this Agreement. At the sole option of the Buyer, a Deed executed for the Seller pursuant to a power of attorney shall not satisfy the title requirements of this Agreement;
- (b) An affidavit pursuant to Section 1445 of the Internal Revenue Code certifying as to the non-foreign entity status of Seller;
- (c) Any agreements and affidavits reasonably required by Buyer's title insurance company in order to issue so-called owner's title insurance policies insuring Buyer's title to the Real Estate without any exception for parties in possession and mechanic's or materialmen's lien attributable to Seller or persons acting on Seller's behalf.
- (d) Such other agreements and certificates reasonably required by Buyer, Buyer's lender(s), if any, or title insurer, or the Internal Revenue Service.
- (e) A certification by Seller that Seller's representations are true, complete and accurate in all material respects as of the time of the Closing.
- (f) A completed form filed with the Division of Capital Asset Management and Maintenance pursuant to G.L. c. 7C §38, which shows proof it was filed prior to the conveyance of the Premises.
- (g) A completed form filed with the Department of Revenue pursuant to G.L. c. 62C §49A, which shows proof it was filed prior to the conveyance of the Premises.
- (h) A completed Certification of Good Faith evidencing this Agreement has been obtained in good faith and without collusion or fraud.
- (i) All such documents shall be signed by Seller to the best of Seller's knowledge and belief without the need to make any independent inquiry. Seller shall not be required to edit any document presented that does not conform to the foregoing, but may do so at Seller's discretion. Furthermore, the parties acknowledge and agree that the Seller's refusal to sign any document that does not comply with the foregoing shall not be considered a breach of this Agreement.

10. **Brokers.** Seller and Buyer each warrant and represent that it has not dealt with any real estate broker or agent in connection with the transactions contemplated hereby. Each party shall indemnify and hold harmless the other from any cost, expense or liability (including costs of suit and reasonable attorney's fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this transaction.

11. **Default.**

(a) Seller's Default, Buyer's Remedies. If Seller shall fail to fulfill the Seller's agreements herein, other than by reason of Buyer's fault or other reasons beyond Seller's control and subject to the Seller's right to extend the Closing date as set forth in Paragraph 6 herein (a "Seller Default"), then, as Buyer's sole and exclusive remedy in such event, Buyer shall have the right: (i) to terminate this Agreement by written notice to Seller, or (ii) to seek to compel Seller to convey the Premises to Buyer in accordance with the terms of this Agreement in return for payment by Buyer to Seller of the full Purchase Price required hereunder, without offset or deduction.

12. Conditions to Closing. Buyer's obligation to purchase the Premises and consummate the transaction contemplated by this Agreement shall be contingent upon all of the following, any or all of which may be expressly waived by Buyer in writing, at its sole option:

- (a) All representations made by Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date except to the extent they expressly relate to an earlier date (in which event such representations shall have been true and correct in all material respects as of such earlier date); and
- (b) Seller shall have delivered to Buyer all of the documents and other items reasonably required from Seller pursuant to Section 9 and shall have performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement, to be performed or complied with by Seller at or prior to the Closing.
- (c) The Buyer's obligations under this Agreement shall be expressly subject to and contingent upon the receipt of all municipal approvals, including, without limitation, the approval of this Agreement, approval to grant a conservation restriction, and satisfaction of all requirements of applicable laws necessary for the consummation of the transaction contemplated hereby, to the Town of Yarmouth's satisfaction. The Buyer expressly certifies that Town Meeting Approval for the purchase and appropriation of funds for the purchase have already been obtained.
- (d) The Seller delivering good and clear record and marketable title, free from liens and encumbrances (other than those to be paid out of the closing proceeds), without exceptions and without rights of any party for access across the subject Premises, except as otherwise provided for herein;
- (e) The Seller shall obtain approval of the subdivision and/or approval not required plan from the Yarmouth Planning Board;
- (f) The Seller shall provide and obtain approval of the subdivision and/or approval not required plan from the Land Court;
- (g) The Seller shall obtain Land Court approval removing the subject property from M.G.L. c. 183A;

- (h) Seller shall obtain relief from the Yarmouth Zoning Board from the original open space requirement;
 - (i) Seller shall resolve the current encroachment shown on the plan by the owners of 357 Hockanom Drive, by extinguishing the resident's use/access across the Premises. Resolution shall occur prior to the Land Court's approval of the plan so that no unlawful encroachment is shown on the plan;
 - (j) The Premises must appraise at or above the purchase price, per M.G.L. c. 44B;
 - (k) Buyer's LAND grant award is still available to the Town and has not expired prior to the Closing date. Buyer represents that said grant is valid through June 1, 2026.
13. It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions of this agreement unless:
- (a) All buildings, structures and improvements, including but not limited to, any driveways, garages, cesspools, dry wells, and all means of access to the premises shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity unless by duly recorded easement;
 - (b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises unless by duly recorded easement;
 - (c) The premises shall abut a public way, duly laid out or accepted as such by the City or Town in which said premises are located, or a private way with access to such public way;
 - (d) Title to the premises is insurable, for the benefit of the Buyer, by a title insurance company, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use, subject only to the exceptions listed in Paragraph 2 herein and those printed exceptions to title normally included in the "jacket" to such form or policy. In the event an owner's policy of title insurance can only be written with so-called affirmative coverage against a known title defect, then BUYER shall have the right (based on opinion and judgment of counsel) to deem such title unmarketable in which event all deposits shall be returned and this Agreement shall be terminated;
 - (e) In the event there are Order of Conditions of record applicable and enforceable as to the premises, Sellers shall obtain and record at or prior to the closing such Certificate of Compliance as are necessary to release such Orders of Conditions.

14. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be effective when actually received if delivered by hand between the regular business hours of the Town as disclosed on the Town's website, or sent by reputable overnight courier, or when confirmed by receipt, or upon refusal to accept delivery, if sent by certified mail, postage prepaid, the certification receipt therefore being deemed the date of such receipt, or by confirmed email transmission and addressed to the parties as follows:

To Buyer: Select Board
Town of Yarmouth
1146 Route 28
South Yarmouth, MA 02664
Attn: Town Administrator

With a copy to: Joseph Ruotolo Jr., Esq.
Mead, Talerma & Costa, LLC
30 Green Street
Newburyport, Massachusetts 01950
joe@mtclawyers.com

To Seller: Kings Way Trust
c/o Kings Way Property Management
64 Kings Circuit
Yarmouth Port, MA 02675

With a copy to: Stephen M. Wiseman, Esq.
Moriarty Bielan & Gamache LLC
859 Willard Street, Suite 440
Quincy, MA 02169

15. Amendments; Construction of Agreement. This Agreement, which may be executed in multiple counterparts, shall be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. This Agreement has been negotiated by the parties and any ambiguity in any provision shall not be construed against either party as drafter. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. Facsimile and pdf (portable document format) signatures shall be deemed originals for all purposes. The attorneys for the parties shall be deemed duly authorized to execute on behalf of their respective client all extensions, if any. No person or entity other than a party to this Agreement shall be entitled to rely on this Agreement, and this Agreement is not made for the benefit of any person or entity not a party hereto. Buyer shall have the right to waive any condition of Seller to its obligation to Close. No such waiver shall be binding upon Buyer unless in writing and signed by Buyer's duly authorized representative. The captions of the various Sections in this Agreement are for

convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

16. Saturdays, Sundays, and Holidays. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed or by which the Closing must be held expires on a Saturday, Sunday, federal holiday or legal bank holiday in the Commonwealth of Massachusetts, then such time period shall be automatically extended to the close of business on the next business day.

17. Title Practice and Standards. Any matter or practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

18. No Personal Liability. In no event shall any officer, director, trustee, manager, shareholder, member, employee, elected official or agent of Seller or Buyer have any personal liability hereunder.

19. Waiver. Except as expressly provided herein, no waiver by any party of any failure or refusal of the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other subsequent failure or refusal to so comply by such other party of the same or any other provision of this Agreement. No waiver shall be valid unless in writing signed by the party to be charged and then only to the extent specifically stated therein.

20. Severability. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. Legal Representation. The Parties hereunder understand that this is a legal document and that they have both had an opportunity to engage legal counsel in review of same.

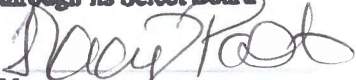
[Signature Page Follows]


[Signature Page to Purchase and Sale Agreement]

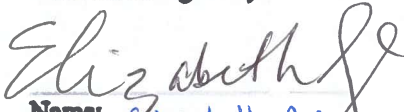
EXECUTED as a sealed instrument as of the date and year first written above.

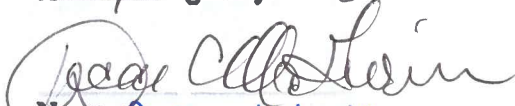
BUYER:

TOWN OF YARMOUTH
by and through its Select Board

By: 
Name: Tracy Post
Authorized Signatory

By: 
Name: Mark Forest
Authorized Signatory

By: 
Name: Elizabeth Argu
Authorized Signatory

By: 
Name: Dorcas McGuinn
Authorized Signatory

By: 
Name: John Flynn
Authorized Signatory

SELLER:

KINGS WAY TRUST


Name:

Duly Authorized

**ADDENDUM-1 TO PURCHASE AND SALE AGREEMENT
BETWEEN KINGS WAY TRUST, SELLER, AND
TOWN OF YARMOUTH, BUYER
WITH RESPECT TO LOT 55, LAND COURT PLAN 34279-H**

1. The acceptance and recording of a deed by Buyer or Buyer's nominee as the case may be, shall be full performance and discharge and release of every agreement and obligation herein contained or expressed, except such as are by the terms hereof, to be performed after the delivery of the deed.

2. Buyer acknowledges the full and ample opportunity to conduct any inspections desired by the Buyer, including without limitation, mechanical, structural, systems, pest and termite, lead paint, mold, asbestos, radon, and any hazardous chemicals, material, or substances. Buyer is fully satisfied with the results of the same, accepts the Premises in its present "AS IS" condition, and is not relying upon any warranties or representations, express or implied, of Seller or Seller's agents as to the character, quality, use, value, quantity or condition, of the Premises, except as expressly set forth herein. Buyer acknowledges that the Seller has no responsibility for any failure by the Buyer to fully exercise such inspections rights. Buyer further understands and acknowledges that the premises and all systems, appliances and personal property included in the transaction are transferred "AS IS", with no warranties or representations regarding their condition or performance either now or at any time in the future. Without intending to limit the generality of the foregoing, SELLER does not warrant or represent that the property complies with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, building, environmental, health or any involving the maintenance, or condition of the property. The Buyer's agreements in this paragraph shall survive the delivery of the deed.

The closing of this sale, and acceptance and recording of the deed by the Buyer, shall constitute acknowledgment that the Premises and systems contained therein are acceptable, and that the quality of the title delivered is acceptable, and that Seller shall have no further obligations or responsibilities for the condition of the Premises or the title, and that Buyer releases Seller from any liability in any way related to the condition of the Premises and Title. The provisions of this paragraph shall survive the delivery of the Deed.

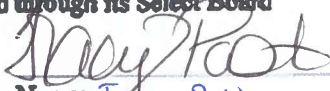
3. This Addendum modifies and amends and is hereby incorporated into the Standard Form Purchase and Sale Agreement to which it has been attached. In the event of any conflict between this Addendum and said Standard Form Purchase and Sale Agreement, the terms of this Addendum shall control.

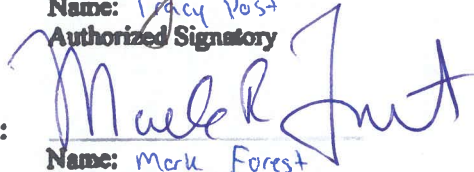
4. Whenever this Agreement calls for the Seller to make a representation to the best of Seller's knowledge, or similar language, such representations are to the Seller's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the Closing. Such representations shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge, nor a representation or warranty against the discovery or occurrence of

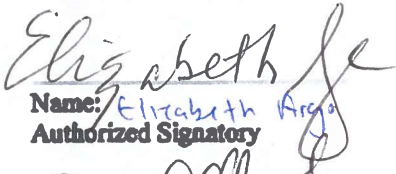
such conditions. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

5. The parties hereto also agree to execute and deliver to the requesting party whatever additional documents or amendments to existing documents are reasonably required to effectuate the sale and purchase under this agreement provided such additional documents or amendments are prepared by the requesting party, and do not in any way adversely affect, or otherwise enlarge the liability of, any of the parties relative to said sale and purchase.


BUYER:
TOWN OF YARMOUTH
by and through its Select Board

By: 
Name: Tracy Post
Authorized Signatory

By: 
Name: Mark Forest
Authorized Signatory

By: 
Name: Elizabeth Argo
Authorized Signatory

By: 
Name: Dorcas McGurrian
Authorized Signatory

By: 
Name: Joyce Flynn
Authorized Signatory

SELLER:
KINGS WAY TRUST

Peter Marinelli
Name:

Duly Authorized



**TOWN OF YARMOUTH
WARRANT
and
RECOMMENDATIONS
of the
FINANCE COMMITTEE
For the Special Town Meeting**



**June 24, 2026
6:00 P.M.**

**D-Y INTERMEDIATE SCHOOL
STATION AVENUE
SOUTH YARMOUTH**

PLEASE BRING THIS REPORT TO TOWN MEETING

05/13/2026

FINANCE COMMITTEE REPORT

**HOW DO I MAKE A MOTION?
TABLE OF BASIC POINTS OF MOTIONS**

Rank	Type of Motion	2nd Req'd	May Debate	May Amend	Vote Req'd	May Recon.	May Interrupt
	Main Motions						
None	Main Motion	Yes	Yes	Yes	Varies	Yes	No
Same	Reconsider or Rescind	Yes	Same	No	Majority	No	No
None	Take from the Table	Yes	No	No	Majority	No	No
None	Advance an Article	Yes	Yes	Yes	Majority	Yes	No
	Privileged Motions						
1	Dissolve or adjourn sine die	Yes	No	No	Majority	No	No
2	Adjourn to a fixed time or recess	Yes	Yes	Yes	Majority	No	No
3	Point of no quorum	No	No	No	None	No	No
4	Fix the time to (or at) which to adjourn	Yes	Yes	Yes	Majority	Yes	No
5	Question of privilege	No	No	No	None	No	Yes
	Subsidiary Motions						
6	Lay on the table	Yes	No	No	2/3	Yes	No
7	The previous question	Yes	No	No	2/3	No	No
8	Limit or extend debate	Yes	No	No	2/3	No	No
9	Postpone to a time certain	Yes	Yes	Yes	Majority	Yes	No
10	Commit or refer	Yes	Yes	Yes	Majority	Yes	No
11	Amend (or substitute)	Yes	Yes	Yes	Majority	Yes	No
12	Postpone indefinitely	Yes	Yes	No	Majority	Yes	No
	Incidental Motions						
Same	Point of Order	No	No	No	None	No	Yes
Same	Appeal	Yes	Yes	No	Majority	Yes	No
Same	Division of a question	Yes	Yes	Yes	Majority	No	No
Same	Separate consideration	Yes	Yes	Yes	Majority	No	No
Same	Fix the method of voting	Yes	Yes	Yes	Majority	Yes	No
Same	Nominations to committees	No	No	No	Plurality	No	No
Same	Withdraw or modify a motion	No	No	No	Majority	No	No
Same	Suspension of rules	Yes	No	No	2/3*	No	No

* UNANIMOUS IF RULE PROTECTS MINORITIES; OUT OF ORDER IF RULE PROTECTS ABSENTEES

SOURCE: TOWN MEETING TIME, 3RD EDITION

COMMON TOWN FINANCE TERMS

APPROPRIATION	An authorization granted by Town Meeting to expend money and incur obligations for specific public purposes.
AVAILABLE FUNDS	Balances remaining in various funds that are available for expenditure. Examples include Water Department special revenue account reserves, Fire Department ambulance account, and Free Cash.
EMINENT DOMAIN	The power of a government to take property for public purposes.
ENTERPRISE FUND	A separate account for municipal services for which a fee is charged in exchange for goods or services. It allows a community to demonstrate the portion of total costs of a service that is recovered through user fees. This is a multi-year fund for which any end-of-year surplus is retained in the Enterprise Fund.
OFFSET ACCOUNT	An account set up to restrict fees collected by a particular department for expenditure by that department. Any surplus funds remaining at the end of the fiscal year are returned to the General Fund.
FISCAL YEAR	The Town's fiscal year begins July 1st and ends on June 30th.
FREE CASH	Remaining, unrestricted funds from operations of the previous fiscal year including actual receipts in excess of estimates and unspent amounts in budget line-items.
OVERLAY RESERVE	An account set up to pay for real estate exemptions and abatements.
RAISE & APPROPRIATE	A phrase used to identify a funding source for an expenditure which refers to money generated by the tax levy or other anticipated local receipts.
RESERVE FUND	An account appropriated within the operating budget to provide for unforeseen expenditures <i>during the fiscal year</i> . Expenditures of funds deposited to this account require approval of the Finance Committee. Funds remaining at the end of the fiscal year are returned to the General Fund.
STABILIZATION FUND	A multi-year fund established as a "rainy day" account to address extraordinary or unforeseen future expenditures during the current <i>or future fiscal years</i> . This account can also be used to accumulate funds for capital expenditures in a future year.

Warrant Article List

Article Number	Title	Vote Required	Sponsor
1	Library Construction	2/3 Vote Required	Petitioners

**SPECIAL TOWN MEETING WARRANT
COMMONWEALTH OF MASSACHUSETTS
JUNE 24TH, 2026**

Barnstable, ss.

To the Constable of the Town of Yarmouth in the County of Barnstable, Greetings. In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in Town affairs to meet in the Dennis-Yarmouth Intermediate School Building located on Station Avenue in said Town, Wednesday, the 24th day of June, 2026 at six o'clock (6:00 p.m.) in the evening, then and there to act on the following articles.

ARTICLE #1: Library Construction: To see if the Town will vote to raise and appropriate the sum of \$35,706,091 (thirty-five million seven hundred six thousand ninety-one dollars) for the design, bidding and construction of a Town Library to be used as a free public library under MGL, Chapter 78, and for the payment of all other costs incidental and related thereto, and that to meet this appropriation, the Town Treasurer, with the approval of the Select Board, is hereby authorized to borrow said amount under and pursuant to, Chapter 44, Section 7 of the Massachusetts General Laws, or any other enabling authority, and to issue bonds and notes of the Town therefor, and further to authorize the Select Board and/or Town Administrator to apply for, accept and expend grant funding from the Massachusetts Public Library Construction Program as well as any other Federal, State, County or other funds that may be available for this purpose and to enter into Intermunicipal or other Agreements for acceptance and expenditure of any such grants or funds which shall be used to offset the total appropriation authorized herein, provided however that any such borrowing shall be contingent upon the voters' passage of a so-called debt exclusion under G.L. c. 59, §21C, or to take any other action relative thereto.

EXPLANATION: *This Article authorizes the Town to construct a new Library facility located at 1175 Route 28 in South Yarmouth as recommended in the Town of Yarmouth Capital Improvement Program. The Town has participated in a library feasibility study funded by Yarmouth Town Meeting and a Massachusetts Board of Library Commissioners (MBLC), Massachusetts Public Library Construction Program (MPLCP) Planning & Design grant. After detailed study and design development, the Town submitted plans for a new library that have been accepted into the Commonwealth's Library Construction Grant program which will provide a grant award to the Town of \$13,438,478 (thirteen million four hundred thirty-eight thousand four hundred seventy-eight dollars) which is 41.77% of 23 eligible project costs and requires this appropriation to access the grant funding. **With this grant, the obligation to the Town is \$22,267,613 (twenty-two million two hundred sixty-seven thousand six hundred thirteen dollars).** This project is also eligible for an MBLC Green Library Incentive grant in the amount of \$403,154 (four hundred three thousand one hundred fifty-four dollars), which would be provided after the building is constructed. Since 1999 the Town has engaged in studies identifying deficiencies in our current library facilities in meeting the demand for services from a modern library facility. In March of 2024 the Town completed a detailed Library Building Program and Community Needs Assessment which identified specific problems including the impacts of space limitations at our current libraries which restrict program offerings and community engagement. Building limitations also impact Americans with Disability Act requirements for accessibility, staff job functions, children's*

programming, shelf space for the library's collection, opportunities for inclusion, and the expansion of digital resources and technology for public use.

2/3 Majority Required

Select Board Recommends (x-x)

Finance Committee will make Recommendation from Town Meeting Floor (Petitioners)

AND, also, in the name of the Commonwealth, you are hereby directed to serve this Warrant by posting attested copies thereof at four public places, one on the north side of Town and three on the south side and also by publication in The Cape Cod Times of notice of the availability of the warrant, and by posting said warrant to the Town's website at least fourteen days before the time of holding said meeting, as aforesaid.

Hereof, fail not, and make return of this Warrant with your doings thereon at the time place of said meeting. Given under our hands and the seal of the Town of Yarmouth, hereto affixed this twentieth day of May 2026.

Tracy Post, Chair

Dorcas McGurrin, Vice Chair

Mark Forest

Joyce Flynn

Elizabeth Argo

Town of Yarmouth Select Board

Warrant Article List

Article Number	Title	Recommendation	Motion
1	Library Construction		